

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Department of Education Cleaners' Certified Agreement 2022

Matter No. B/2024/44

CASUAL LOADING GENERAL RULING 2024

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Department of Education Cleaners' Certified Agreement 2022* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Department of Education Cleaners' Certified Agreement 2022* as at 23 September 2024.

Name of agreement: *Department of Education Cleaners' Certified Agreement 2022*

Operative date of the agreement reprint: 23 September 2024

Operative date of agreement: 30 May 2023

By the Registrar

M. SHELLEY

19 November 2024

Department of Education Cleaners' Certified Agreement 2022

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PART 1 PRELIMINARY

1.1 Title

This Agreement shall be known as the *Department of Education Cleaners' Certified Agreement 2022*.

1.2 Application

This Agreement shall apply to:

- (a) The Director-General of Education as Chief Executive of the Department of Education;
- (b) Cleaners employed by the Department under the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*; and
- (c) United Workers' Union, Industrial Union of Employees, Queensland.

1.3 Date and period of operation

This Agreement shall operate from certification date and remain in force until 31 August 2025 (nominal expiry date). The parties have agreed that the terms of the Agreement will be given operative effect on and from 1 September 2022, unless otherwise specified in this Agreement.

1.4 Access to Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all locations where there are employees covered by this Agreement so as to be easily accessible by Cleaners. An electronic copy shall be available on the Department website.

1.5 Relationship to Award

This Agreement operates in conjunction with the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*. In the event of any inconsistency with the Award, this Agreement will prevail to the extent of any inconsistency.

1.6 Definitions

- (a) **ADO** means Accrued Day Off and refers to the additional hours of work arrangements in clause 8.7.
- (b) **Agreement** means the *Department of Education Cleaners' Certified Agreement 2022*.
- (c) **Award** means the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*, unless otherwise stipulated.
- (d) **BM** means Business Manager.
- (e) **Chief Executive** means the Director-General of the Department, or such other person who the Chief Executive has delegated specific authorities.
- (f) **casual employment** refer clause 5.4.
- (g) **Cleaner** means an employee employed by the Department in the classification calling of Cleaner as identified as Operational Officer Level 2 (OO2).
- (h) **Compassionate Transfer** means an employee has requested a compassionate transfer based on:
 - (i) compassionate – exceptional hardship; or
 - (ii) compassionate – pressing circumstances.
- (i) **Department** or **DoE** means the Department of Education.

- (j) **Directive** means a ruling, or part of a ruling, made under section 222 or section 223 of the *Public Sector Act 2022*, as amended from time to time.
- (k) **employee** or **employees** means person or persons employed by the Department in accordance with the *Public Sector Act 2022* for whom rates of pay and conditions are provided in this Agreement.
- (l) **fixed term temporary employee** means a Cleaner employed by the Department on a temporary basis for a fixed term (not casual employment) as defined in section 149(2)(b) of the *Public Sector Act 2022*. A fixed term temporary employee may be engaged on a full-time or part-time basis.
- (m) **JCCC** means Joint Cleaning Consultative Committee as set out in clause 2.4.
- (n) **LCC** means Local Consultative Committee as set out in clause 2.2.
- (o) **parties** mean the parties listed in clause 1.2 (Application).
- (p) **permanent employment** means tenured employment as defined in the *Public Sector Act 2022*.
- (q) **pro rata** means a proportional entitlement based upon the proportion of full-time hours worked by an employee at the time a pro rata entitlement becomes due.
- (r) **QIRC** means Queensland Industrial Relations Commission.
- (s) **RCC** means a Regional Consultative Committee as set out in clause 2.3.
- (t) **requested transfer** means an employee has requested to be transferred.
- (u) **required transfer** means a transfer to another school, either in whole or part, where a school or non-school location has been identified as being above its cleaning hours entitlement by at least five hours per week.
- (v) **rostered hours** are the regular weekly hours worked by an employee under the roster developed at the school. These hours include ordinary hours and ADO hours.
- (w) **SFOA** means School Facilities Operations Advisors.
- (x) **SFOT** means School Facilities Operations Team.
- (y) **TOIL** means time off in lieu of overtime.
- (z) **training** means any activity aimed at providing Cleaners with required new information or skills in relation to the performance of work.
- (aa) **Union** or **UWU** means the United Workers' Union, Industrial Union of Employees, Queensland.

1.7 Objectives of the Agreement

The objectives of this Agreement are:

- (a) To provide a framework for working collaboratively with UWU and encouraging proactive partnerships between UWU, UWU delegates, schools and the Department.
- (b) To provide employment arrangements that support the following:
 - (i) The Department recognises that permanent full-time employment is the preferred form of engagement for employees covered by this Agreement.
 - (ii) The Department will minimise casual and fixed term temporary employment, where possible.
- (c) To enhance the delivery of educational services to:
 - (i) provide efficient and high-quality cleaning services;

- (ii) support initiatives in school-based planning, management and accountability frameworks;
 - (iii) implement fair and equitable employment practices; and
 - (iv) develop more highly skilled Cleaners capable of achieving more effective and efficient working arrangement and who are committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- (d) Provide a commitment to the continuous improvement in workplace health and safety standards for Cleaners through the prevention of injuries and illness in the workplace.
 - (e) Provide certainty for Cleaners and the Department in relation to remuneration outcomes for the life of the Agreement.
 - (f) Implement fair workplaces by promoting fair pay and safe working conditions, that provide stability and support of a workforce that is diverse in background, experiences and skills.

1.8 Commitments of the Agreement

- (a) Review of state schools resourcing arrangements
 - (i) The Department will undertake a comprehensive review of resourcing in schools, including methodologies, procedures and systems, to examine the appropriate resourcing arrangements to support schools to meet the needs of 21st Century education. The review is to be completed and presented to the Minister for Education by no later than 31 December 2024. It is anticipated that, subject to appropriate approvals by Government, outcomes of the review will inform negotiations for a future certified agreement.
 - (ii) The review will consider contemporary approaches to needs-based school resourcing across diverse systems, with an aim to ensure that arrangements into the future are simple, fair, transparent and predictable.
- (b) Review of allocation of cleaning time and allocation of cleaning resources:
 - (i) A review will consider the calculation of cleaning time and the allocation of cleaning resources to schools with a consideration of appropriate relief and backfill.
 - (ii) The parties acknowledge that school resourcing involves all areas/services of the Department and the review will therefore involve a number of stakeholders and unions.
 - (iii) A governance and consultative committee structure will be developed for the review.
 - (iv) UWU will have representation within this structure.
 - (v) Any proposals or recommendations arising from the review that have cost or operational implications will be subject to the normal Department and/or Executive Government approvals.
 - (vi) It is proposed that a report on the calculation of cleaning time be finalised and presentation to the Minister by November 2023 to enable budget input for the following year.
- (c) Education and training package (consultation and delegate rights)
 - (i) The Department commits to the development of an education package to support this Agreement.
 - (ii) UWU will be consulted and provide input into the training package.
 - (iii) The package will:
 - A. focus heavily on the compliance requirements of the Agreement;
 - B. the consultation provisions and how to effectively consult, including the consultation principles;

- C. the consultative committees, local, regional and state; and
 - D. the commitments to permanent employment, and seeking opportunity to create and maintain full-time jobs for Cleaners.
- (iv) The package will be rolled out to school-based administration, school leaders who lead Cleaners, human resources professions and others as identified.

1.9 Employment security

- (a) The Department is committed to the whole-of-Government Employment Security Policy as part of the Government commitment to restoring fairness to its workforce.
- (b) The Department gives an assurance that it will not outsource Cleaners' services in any existing or new schools constructed along conventional school lines to provide traditional school services.
- (c) The Department will consult with UWU on any issue that may affect the operation of this clause.

1.10 Equity considerations

- (a) The parties acknowledge the public sector principles contained in the *Public Sector Act 2022* which provide, amongst other things, that employment in the Department should be guided by principles supporting equity, diversity, respect and inclusion at work.
- (b) The effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.
- (c) The parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements. Further the Parties support the implementation of *ILO Convention 156 - Workers with Family Responsibilities* and therefore agree that addressing the needs of such workers while enhancing organisational flexibility is a priority for the parties to this Agreement.

1.11 Negotiations for replacement Agreement

Negotiations to replace this Agreement will commence six months prior to the nominal expiry date of this Agreement. As part of this process, the Union will provide its final log of claims at the commencement of negotiations. The parties will collaboratively monitor the implementation of the Agreement to identify issues suitable for negotiation in a replacement Agreement.

1.12 Employment arrangement – Public Private Partnerships (PPP) Schools

- (a) The parties acknowledge that a Deed of Settlement was entered into between the parties which outlines arrangements for Cleaners employed by the Department where PPP Schools are established.
- (b) The parties acknowledge that the Deed of Settlement, applicable industrial instruments, Directives and applicable processes shall govern the employment of Cleaners in PPP Schools.

1.13 No further claims

- (a) The parties agree that there are a number of key priority issues, projects and reviews which will be considered during the life of the Agreement including any relevant state or federal industrial or funding initiatives, internal or external reviews or other projects as they arise. In addressing the issues listed in clause 1.8 the parties agree that: There will be no changes to wages, allowances and employment conditions for employees as a result of addressing these issues; and any funding required to implement outcomes will be dealt with through the standard Departmental budget processes.
- (b) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not with the exception of the matters in clause 1.13(c) and PART 13 of this Agreement. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action, subject to any other provision in this Agreement that specifically provides otherwise.

- (c) The parties agree that the following changes may be made to an employee's rights and entitlements during the life of this Agreement:
 - (i) A general ruling or statement of policy issued by the QIRC that provides for conditions of employment that are not less favourable than current conditions.
 - (ii) Decisions, government policy or Directives made under the *Public Sector Act 2022* or *Industrial Relations Act 2016* that provide for conditions of employment that are not less favourable than the employee's existing conditions.
 - (iii) Any improvements in conditions that are determined on a whole-of-government basis that provide conditions that are not less favourable than current conditions.
- (d) Should it be agreed that specific subsidiary agreement(s) may be negotiated under this Agreement, all rights associated with protected industrial action under the *Industrial Relations Act 2016* will apply to the parties involved.
- (e) Unless inconsistent with the terms of this Agreement, the entitlements of employees covered by this Agreement as contained in awards, agreements, ministerial directives or determinations made under the *Public Sector Act 2022* effective at the date this Agreement was certified shall not be reduced for the life of this Agreement

PART 2 CONSULTATION

2.1 Consultation principles and requirements

- (a) Consultation will occur with Cleaners regarding matters that significantly impact on their work.
- (b) The parties agree that any significant changes to the operation or organisation of the Department which may affect the conditions, workload and/or work-life balance of employees covered by this Agreement shall be the subject of timely consultation between the parties.
- (c) The initiatives contained within this Agreement are to be implemented through an open and consultative process between the Department and the Union.
- (d) The Department and the Union are committed to involving employees and their Union representatives in the decision-making process that may affect the workplace. Employees are encouraged to participate in the consultative process by being allowed adequate time to understand, analyse, seek appropriate advice from the Union and respond to such information.
- (e) Consultation involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision-making process not only in appearance, but in fact.
- (f) The consultation process requires the exchange of timely information relevant to the issues at hand so that the parties have an actual and genuine opportunity to influence the outcome, before a final decision is made. Except where otherwise provided within this Agreement, the parties also recognise that the consultation process does not remove the rights of the Department to make the final decision in matters that may affect the workplace.
- (g) The parties acknowledge that the processes of educational, professional, administrative and organisational change and workplace reform are broader than the specific matters detailed in this Agreement.
- (h) The parties are committed to continuing appropriate consultative arrangements so that Cleaners are consulted in the initiation, implementation and evaluation of workplace initiatives. Key mechanisms for consultation are as follows:
 - (i) Consultation with Cleaners at the school level over matters that affect their work environment including maximisation of hours, changes to the cleaning program and other job changes.
 - (ii) Direct Cleaner participation within the Cleaners' own work teams.
 - (iii) Consultative committees, as follows:

- A. Local Consultative Committee;
- B. Regional Consultative Committee; and
- C. Joint Cleaning Consultative Committee.

2.2 Local Consultative Committees

- (a) The Department acknowledges the role of Local Consultative Committees as a mechanism to facilitate workplace reform initiatives. Decisions of the LCC are to be made by consensus wherever possible.
- (b) Consultation should be consistent with the following broad principles to ensure effectiveness and equity:
 - (i) consultative mechanisms should ensure that there is Cleaner involvement in the initiation, implementation and evaluation of productivity improvement proposals affecting them;
 - (ii) appropriate processes should be in place to consult with Cleaners affected by proposed productivity items;
 - (iii) consultative arrangements should encompass all the work areas in the Department;
 - (iv) the composition of consultative forums should take account of representation of the diversity target groups identified in the *Public Sector Act 2022*;
 - (v) consultative arrangements should be reviewed from time to time by the parties and improvements and changes to arrangements made as required and agreed, to ensure consultative arrangements operate with maximum efficiency and effectiveness.
- (c) It is recognised that cooperation and consultation in developing and implementing change initiatives will place obligations and responsibilities on Principals, Site Managers, union officials, delegates or their equivalent;
- (d) LCCs shall meet at least once a school term and on an ongoing basis as required.
- (e) LCC membership shall comprise of two UWU nominees, one Cleaner and one Teacher Aide with equal rights (vote). Other LCC members, in relation to other employee groups, are determined in accordance with the relevant industrial instrument. The total number of LCC members will not be prescribed, but shall comprise equal representation of management and union nominees.

2.3 Regional Consultative Committee

- (a) The Department commits to the introduction and establishment of Regional Consultative Committees (RCC).
- (b) An RCC will operate to oversee and ensure consistent understanding and implementation of matters contained within the Agreement and will include a yearly report to the JCCC. The yearly report will be provided to be tabled at the final JCCC meeting of the year (i.e. Term 4 JCCC meeting).
- (c) Where indicated, the RCC can refer matters (e.g. matters with Department-wide implications) to the JCCC for consideration.
- (d) The RCC is intended to oversee compliance of this Agreement at a regional level.
- (e) To support productive discussions on the implementation of the provisions in the Agreement, RCCs will be provided with a copy of the quarterly reporting to UWU on new starters and the employment status report (as required in clause 2.6) relevant for the region.
- (f) The RCC's terms of reference is prescribed in Schedule 4.
- (g) Meetings will occur four times per year (i.e. one per school term) in each of the eight regions. In addition, an initial establishment meeting to be held in the first year of the Agreement.

- (h) Membership of each RCC shall be agreed between the parties and comprise of equal representation of Department management and UWU nominees. Department representation will be led by each Director (HR Business Partnering), or their delegate, and UWU will have representation of up to four UWU delegates and one UWU officer.
- (i) The Department will fund the release time / backfill of the Cleaner attending as a UWU delegate. Release time applies to only 32 Cleaners per year to facilitate each region having up to 4 UWU delegates at their RCC meetings (one meeting per school term, per region, plus the initial establishment meeting).
- (j) The RCC is not to replace other existing committees detailed in the Agreement and will not form part of the dispute resolution process.
- (k) As soon as practicable following the 12 month anniversary date of the establishment of RRC, the parties will review these consultative forums against the RCC Terms of Reference, set out in Schedule 4, and delivery of objectives/purpose as contemplated by the parties. Any subsequent changes to the RCC Terms of Reference will be by agreement between the parties.

2.4 Joint Cleaning Consultative Committee

- (a) The JCCC is the principle consultative body for UWU and the Department in relation to Cleaners.
- (b) The JCCC has an ongoing role in all areas to improve efficiency and effectiveness within the cleaning service and to monitor progress in meeting the Agreement's objectives.
- (c) The JCCC's terms of reference, as prescribed in Schedule 3, include consideration of workplace issues, including employee training and development; Workplace Health, Safety and Wellbeing and anti-discrimination legislation.
- (d) The JCCC is required to report to the Deputy Director-General and the Director-General.
- (e) The JCCC should meet regularly and no less than once per school term to discuss matters relating to the commitments made in the Agreement.
- (f) Membership is to comprise of representation from the Department and UWU.
- (g) The Department will ensure that Cleaners who are nominated as members of the JCCC are allowed adequate paid time to perform the duties associated with being a member of the JCCC.
- (h) The JCCC will be provided with administrative support to enable it to carry out its work effectively.
- (i) The committee will visit various locations across Queensland in order to consult with representatives from a cross section of Cleaners.
- (j) The JCCC should ensure that the work performed by the committee, the issues it is considering and the decisions it is making are disseminated to Cleaners in the Department who are covered by this Agreement.

2.5 Joint Working Party

Any Joint Working Party for the purposes of this Agreement comprises representatives of the Department as the employer and representatives from the Union. A Joint Working Party may review consultative arrangements during the life of the Agreement. Any changes will be made by agreement of the parties.

2.6 Workforce reporting

The Department will provide quarterly reporting to the JCCC and RCC to support compliance and assist the parties working together on commitments in this Agreement. The reports are:

- (a) New Starters report – employee name, job title, work email, work location, employment status, (i.e. permanent, fixed term temporary, casual; and full-time or part-time).
- (b) Employment status report - employee name, commencement date, job title, work email, work location, employment status (i.e. permanent, fixed term temporary, casual; and full-time or part-time).

- (c) RCCs to receive the data relevant to their particular region.

PART 3 COLLECTIVE INDUSTRIAL RELATIONS AND UNION ENCOURAGEMENT

3.1 Collective industrial relations

The Queensland Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the Department. The principle recognises the important role that unions play in the workplace. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

3.2 Function of union workplace delegates

- (a) The government acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Cleaners will be given full access to Union delegates or officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities, such facilities include telephones, computers, email, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards.
- (d) It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (e) Subject to the relevant Cleaner's approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

3.3 Union encouragement

- (a) The Queensland Government has made a commitment to encourage union membership among its employees (refer Schedule 5). As part of this commitment, the Department is supporting this policy by:
 - (i) supporting constructive relations and consultation between management and unions and recognising the need to work collaboratively with unions and employees in an open accountable way;
 - (ii) recognising, accepting and supporting the constructive role elected union delegates undertake in the workplace in relation to union activities that support and assist members;
 - (iii) recognising the right of individuals to join a union and take steps to encourage that membership, such as ensuring that the Department provide all new starters with written advice about the government's commitment to union encouragement and how to access further information and union materials;
 - (iv) providing new starter employee data to UWU (as per clause 2.6);
 - (v) facilitating paid industrial relations leave for staff to obtain industrial relations knowledge (as per clause 3.5); and
 - (vi) providing union access to members and other staff in the workplace for the purpose of discussing any union or employment related matter, providing that service delivery is not disrupted and work requirements are not unduly affected.
- (b) New employee induction and the Union
 - (i) On commencement of employment, all permanent Cleaners will be entitled to a paid 30-minute induction with UWU representatives.

- (ii) The Business Manager or line leader of the Cleaner will notify the local UWU delegate and the new Cleaner to coordinate the scheduling of the 30 minute meeting. As far as practicable, this is to occur within the first five days of the Cleaner commencing work.

3.4 Protocols for school visits

- (a) Union officials are entitled to enter school during workplace business hours. Union officials must notify the Principal, Site Manager or the Site Manager's representative of their presence upon entering the school.
- (b) Union officials, Principal and staff must ensure that service delivery is not disrupted and work requirements are not unduly affected during Union entry.
- (c) Union members are entitled to meet with Union representatives during working hours, at times contiguous with shift or break start and finish times, and during breaks and non-working hours.
- (d) Members are entitled to meet with Union representatives at convenient locations, including places where employees congregate such as lunch rooms, and in places separate from management scrutiny to discuss Union activities. The Department will provide reasonable access to facilities and resources.

3.5 Industrial relations education leave

- (a) Industrial relations education leave is paid time off, to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow Cleaners to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Cleaners may be granted up to five working days (or the equivalent hours) paid time off (noncumulative) per calendar year to attend industrial relations sessions, approved by the Chief Executive or their delegate.
- (c) Additional leave, over and above the five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted, where approved structured Cleaners' training courses involve more than five working days (or the equivalent hours). Such leave will be subject to consultation between the Chief Executive (or their delegate) and the Union and Cleaner.
- (d) The Department will support upon request, and subject to approval by the Chief Executive (or their delegate), Cleaners being granted paid time off in special circumstances to attend management committee meetings, Union conferences and Australian Council of Trade Unions Congress.
- (e) The granting of industrial relations education leave and any additional leave should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. The school and Department will make every effort to support applications for this leave, where suitable notice is provided so that alternative arrangements can be made to ensure release of Cleaners is supported. At the same time leave shall not be unreasonably refused.
- (f) At the discretion of the Chief Executive or their delegate, Cleaners may be granted special leave without pay to undertake work with their Union. Such leave will be in accordance with the 05/17 Directive on Special Leave in relation to special leave without salary. The conditions outlined in this directive that provide for a Cleaner's return to work following a period of unpaid leave will be met.

3.6 International Labour Organisation (ILO) Conventions

The Department recognises its obligations under the *Industrial Relations Act 2016* to give effect to international labour standards including freedom of association, workers representatives, collective bargaining and equality of opportunity for all public sector workers.

PART 4 DISPUTE RESOLUTION

4.1 Statement of intent

- (a) The parties are committed to the avoidance of industrial disputation in the application of this Agreement through information and explanation, consultation, cooperation and negotiation.
- (b) This clause sets out the process to be followed in the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement.

4.2 Maintenance of the status quo

Subject to legislation, while the dispute resolution process is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo is to remain whilst the process is being followed. No party will be prejudiced as to the final settlement by the continuation of the work.

4.3 Dispute resolution process

(a) Stage 1 – Resolution at the local level (24 hours – 5 working days)

In the first instance, the Cleaner/(s) and/or their accredited Union delegate, will discuss the matter with the Principal or the person in charge of the school or centre. The discussion should take place within 24 hours upon notification of a dispute and the process should not extend beyond five working days.

(b) Stage 2 – Resolution at regional office (7 working days)

If the matter is not resolved, it shall be referred to the relevant Union representative or Industrial Officer, if any, and to the Regional Director or nominee who will arrange a conference of the parties with a view to resolving the matter. This process should not exceed seven working days from the date it is referred to the regional office.

(c) Stage 3 – Resolution at central office (7 working days)

If the matter remains unresolved, it may be referred to the State Secretary of the Union or nominee, if appropriate, and the Directive-General of the Department or nominee for resolution at central office. This process should not exceed seven working days.

(d) Stage 4 – Resolution by QIRC

If the matter is not resolved, it may be referred by either party to the QIRC.

4.4 Matters involving conduct and inappropriate workplace behaviour

(a) The Department is committed to eliminating unlawful discrimination, workplace bullying, sexual harassment and victimisation through modelling inclusive leadership, and promoting an inclusive and respectful workplace culture. The parties are committed to eliminating workplace bullying. In particular, the following responsibilities shall apply:

(i) The Department will:

- A. take reasonable steps to prevent workplace bullying, harassment and violence from occurring in all workplaces;
- B. respect employee's rights and the needs of individuals; and
- C. provide employees with formal avenues of complaint and support.

(ii) Cleaners will:

- A. treat others with respect and dignity;
- B. refrain from behaviour that may constitute workplace bullying, harassment or violence; and
- C. comply with the Departmental policies and relevant legislation, in particular the Code of Conduct for the Queensland Public Service and the Department's Standard of Practice.

(iii) Principals, Business Managers and Site Managers will:

- A. model appropriate workplace behaviour;
- B. monitor any incidences of inappropriate behaviour and take appropriate action to resolve grievances and complaints; and

- C. deal with all complaints seriously, confidentially and in accordance with relevant directives, procedures and guidelines.

- (b) Sexual harassment and/or workplace bullying and harassment

Where the matter involves allegations of sexual harassment and/or workplace bullying and harassment, a Cleaner may commence the process at Stage 3 – Resolution at central office. Cleaners are encouraged to raise the matter with a Manager or seek advice from the Integrity and Employee Relations Unit.

PART 5 EMPLOYMENT RELATIONSHIP

5.1 Types of employment

- (a) The *Public Sector Act 2022* provides for the circumstances in which an employee may be employed.
- (b) Employment on a permanent basis is the default basis of employment for employees in the public service. Permanent and fixed term temporary employees can be employed on either a full-time or part-time basis.

5.2 Full-time employment

A full-time employee is an employee who works 38 ordinary hours of duty per week.

5.3 Part-time employment

- (a) A part-time employee is an employee who works an agreed number of regular hours less than 38 ordinary hours of duty per week, and receives on a pro rata basis the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- (b) For each ordinary hour worked a part-time employee shall be paid no less than 1/76th of the minimum fortnightly rate of pay for their classification.

5.4 Casual employment

- (a) A casual Cleaner is an employee engaged to perform work of a type ordinarily performed by a Cleaner, if employment of a person on a permanent basis or as a fixed term temporary employee is not viable or appropriate.
- (b) Casual Cleaners are engaged for a minimum period of two hours per engagement and when replacing a full-time Cleaner shall work a maximum of 7.6 hours per day or 38 hours per week.

5.5 Circumstances where fixed term temporary or casual employment can be considered

- (a) Only where permanent employment is not viable or appropriate, temporary employment for a fixed term or on a casual basis may be considered under limited circumstances.
- (b) Where a vacancy of two months or more exists, a fixed term temporary Cleaner will be engaged to fill the vacancy wherever possible in preference to casual employment.
- (c) Casual employment may be used for short-term temporary vacancies or to fill emergent leave for periods up to 12 weeks or a school term, whichever is the lesser, plus the cleaning required in a school vacation period.
- (d) Regular casual work can only be considered for periods no longer than a school term or up to 12 weeks, whichever is the lesser.
- (e) Engagement of an employee on a casual basis may only exceed 12 weeks if the casual engagement is being used to backfill an employee who is on workers' compensation leave and the workers' compensation leave period is extended beyond 12 weeks.
 - (i) To clarify, a casual engagement should not be used where it is known initially that the workers' compensation leave period is more than 12 weeks.

5.6 Conversion of fixed term temporary or casual employment

- (a) The Department is committed to the review of fixed term temporary and casual employees to determine, in accordance with *Directive 02/23 (Review of non-permanent employment)*, if they can be converted to permanent employment.
- (b) The Department is committed to the active implementation of the Directive and legislative requirements to undertake reviews of employees' status and to seek opportunities to convert fixed term temporary and casual employees in accordance with the Directive.
- (c) In readiness for the transition of part-time Cleaners to full-time employment as the preferred model, the Department will proactively review Cleaners' employment status.

PART 6 WAGES

6.1 Wage Increases

- (a) This agreement provides for the following wage increases:
 - 4% on 1 September 2022;
 - 4% on 1 September 2023; and
 - 3% on 1 September 2024.
- (b) The first wages increase effective 1 September 2022 is to be applied to the last *Department of Education Cleaners' Certified Agreement 2018* or Award rate as at 1 September 2022, whichever is higher. Future wage increases will be applied to the Agreement rates stipulated for the prior year.
- (c) The full-time wage rates set out in the table below shall apply to all full-time (38 hour per week) Cleaners, with pro rata for those working less than 38 hours per week.
- (d) This Agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated salaries are contained within clause 6.2 of this Agreement.

6.2 Table of wages – Classification OO2

	Effective 01/09/2022		Effective 01/09/2023		Effective 01/09/2024	
	\$	\$	\$	\$	\$	\$
FULL-TIME	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Pay point 1	2138.20	55,784	2223.70	58,015	2290.40	59,755
Pay point 2	2195.40	57,276	2283.20	59,567	2351.70	61,354
Pay point 3	2254.70	58,824	2344.90	61,177	2415.20	63,011
Pay point 4	2311.90	60,316	2404.40	62,729	2476.50	64,610
CASUAL (including 23% loading)	Per hour \$		Per hour \$		Per hour \$	
Pay point 1	34.6051		35.9888		37.0683	
Pay point 2	35.5308		36.9518		38.0604	
Pay point 3	36.4905		37.9503		39.088	
Pay point 4	37.4162		38.9133		40.0802	

New casual rates commencing 23/9/2024 (following QIRC General Ruling)

CASUAL (including 25% loading)	Per hour \$
OO2 pay point 1	37.6710
OO2 pay point 2	38.6793
OO2 pay point 3	39.7236
OO2 pay point 4	40.7319

6.3 Award and certified agreement wages

- (a) A State Wage Case does not increase the wages paid under a certified agreement.
- (b) However, where a State Wage Case has the effect that an award provides for wages which are greater than a certified agreement that applies to the employees covered by the award, the award wages prevail.
- (c) It is a term of this Agreement that no employee will receive a rate of pay which is less than the corresponding rate of pay in the *General Employees (Queensland Government Departments) and Other Employees Award - State 2015*.
- (d) Provided that sufficient gap is retained between the current certified agreement wage rates and the intended new award wage rates, consistent with principles established by a full bench of the QIRC, the Government will agree to support the 'rolling up' of certified agreement wage rates into the relevant awards.

6.4 Cost of living adjustment (COLA) payment

- (a) Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

- (i) **agreement year** - means one of the three 12-month periods from 1 September in one year to 31 August in the following year that includes a calculation date.
- (ii) **base wages** - for an *eligible employee*, means the salary actually payable to the particular employee in the relevant agreement year for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for time off in lieu (TOIL) where the TOIL is not taken, COLA payments from previous periods, etc).
- (iii) **calculation date** - means, either:
 - 31 August 2023 (COLA Payment Year 1); or
 - 31 August 2024 (COLA Payment Year 2); or
 - 31 August 2025 (COLA Payment Year 3).
- (iv) **COLA payment percentage** - see clause 6.4(c)(ii).
- (v) **CPI** - means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.
- (vi) **eligible employee** - see clause 6.4(b).

- (vii) **Queensland government employee** - means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor's official residence and its associated administrative unit, and the police service.
- (viii) **wage increase under the Agreement** - means the wage increase of either 4%, 4% or 3%, as specified in clause 6.1 of this Agreement, that occurs at the commencement of an *agreement year*.

(b) Eligibility

- (i) *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) Payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 August 2025.
- (ii) An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

- (iii) In recognition of employee mobility across the sector, where an employee would otherwise be an eligible employee in accordance with clause 6.4(b)(ii) but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a Queensland government employee on the *calculation date*, they will be deemed to be an eligible employee for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to payroll.alert@qed.qld.gov.au

Example – an employee works for the first three months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- (iv) An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the Agreement on 17 September 2023. The employee is not eligible for COLA Payment Year 1.

- (v) An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro rata COLA Payment by reference to the *base wages* they received that was attributable to work under this Agreement.

Example one - an eligible employee is employed and works for five months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the five months they worked.

Example two - an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for six months, takes three months leave at half pay and takes three months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the six months they worked, three months where they earned half pay and three months where they earned no pay.

Example three - an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for six months under this Agreement and is temporarily seconded and works for six months under a different agreement. Their base wages for the agreement year will reflect six months they worked under this Agreement.

- (vi) An *eligible employee* who is casual or part-time will receive a pro rata COLA Payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.

Example - a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- (vii) In addition to the other requirements of clause 6.4(b), casual employees are *eligible employees* provided they have performed work under this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant *calculation date*.

(c) Calculation and payments

Step one

- (i) A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

Step two

- (ii) The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 September 2024 to 31 August 2025. The wage increase under the Agreement is 3% on 1 September 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 September 2022 to 31 August 2023. The wage increase under the Agreement is 4% on 1 September 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step three

- (iii) To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 September 2022. The base wages payable to the relevant employee for the agreement year from 1 September 2022 to 31 August 2023 is \$55,000. The calculation occurs as follows:

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$55,000 \text{ adjusted by } 96.1538\% = \$52,884.59$

Step four

- (iv) The figure from clause 6.4(c)(iii) is then multiplied by the COLA Percentage calculated in clause 6.4(c)(ii) to determine the particular employee's COLA Payment for that *agreement year*.

Example: The COLA percentage is 3%.

$$\$52,884.59 \text{ multiplied by } 3\% = \$1586.54$$

- (v) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.
- (d) Timing of information and payments
 - (i) For *eligible employees* under clause 6.4(b), if payable, the relevant COLA Payment will be made within two months following the relevant *calculation date* and release of the *CPI*.
 - (ii) For *eligible employees* under clause 6.4(b), if payable, the relevant COLA Payment will be made within two months of the employee providing the notice of their employment pursuant to clause 6.4(b)(iii).
 - (iii) The Department will provide advice to Union and employees covered by this Agreement on the timing of payroll processing for each COLA Payment.

6.5 Salary packaging

Salary packaging is available for Cleaners covered by this Agreement.

PART 7 ALLOWANCES

7.1 Experienced Cleaners Allowance

On certification of this Agreement, an Experienced Cleaners Allowance of \$25 per fortnight, payable in full to both full-time and part-time employees, will be paid to Cleaners who satisfy one of the following:

- (a) possession of Certificate III – Cleaning Operations or other relevant and equivalent qualification; or
- (b) have spent 10 or more years at Pay Point 4 as recognition of a suitability skilled and experienced Cleaner.

(Note: Experienced Cleaners Allowance replaces the Qualifications Allowance in the Department of Education Cleaners' Certified Agreement 2018.)

7.2 Broken Work Allowance

- (a) The Department agrees to pay a Broken Work Allowance (as per the Award) payable on an 'exception' basis to Cleaners employed after 1993, whilst continuing to pay the allowance as an 'all purpose' payment arrangement for Cleaners employed prior to November 1993.
- (b) For Cleaners employed after November 1993:
 - (i) the payment will be paid continuously during school contact days except when Cleaners take any type of leave, in which case the Department will recoup overpayments where the paid leave cannot be appropriately adjusted in advance; and
 - (ii) payment of the Broken Work Allowance 'by exception' to Cleaners employed after November 1993 means that it will not be applied to full labour on-costs such as Superannuation (subject to superannuation legislation) and Annual Leave loading, nor will it be applied to any non-working periods such as Public Holidays, Paid Leave, or the taking of ADO days.
- (c) Excluding Cleaners eligible for the 'all purpose' payment under clause 7.2(a), the Broken Work Allowance is not payable where a Cleaner elects to perform continuous work on Student Free Days.

7.3 Uniform

- (a) The parties acknowledge that the Department does not provide a standard uniform for Cleaners.
- (b) The parties acknowledge that should a Cleaner be required by a school to wear a uniform the school shall provide at no cost to the Cleaner, the required uniform or reimburse the Cleaner for the cost of such uniform.

7.4 School Cleaning Coordinator position

- (a) The parties acknowledge that in 1998 there was agreement to abolish the School Cleaning Coordinator (SCC) position that was introduced by agreement between the Union and Q-Clean Services when responsibility for school cleaning and Cleaners was with Q-Clean Services.
- (b) Cleaners previously employed as SCCs who received an allowance will continue to receive the allowance. Should a SCC resign, retire, or no longer wish to undertake the duties and responsibilities of the position, the position shall no longer exist and the duties shall be shared among existing Cleaners with no allowance payable.

PART 8 HOURS OF WORK

8.1 General

The ordinary spread of hours for a Cleaner shall be 6:00am to 6:00pm, unless otherwise provided for in clause 8.2 and clause 8.3.

8.2 Hours of duty – early start

- (a) The parties agree that in certain circumstances it may be operationally sound for Cleaners to commence ordinary hours of work earlier than 6:00am. Provision for early commencement of duty also recognises that Cleaners in certain geographic and climatic conditions may gain benefits.
- (b) The parties agree that Cleaners may commence duty in a team or on an individual basis between 4:00am and 6:00am provided that the following conditions are met:
 - (i) Cleaners (including fixed term temporary and casual Cleaners) at the individual worksite must be in agreement to any change;
 - (ii) where Cleaners wish to commence duty prior to 5:00am, the Principal or Site Manager shall not unreasonably withhold approval to the proposed altered arrangements;
 - (iii) the agreement must be recorded in writing at the local level;
 - (iv) productive work must be able to be performed during the earlier work hours;
 - (v) if a new permanent Cleaner joins the school or worksite, the arrangements must be reviewed and renegotiated; and
 - (vi) it is expected that earlier starts may be appropriate during the warmer months of the year, and that these arrangements could be altered during winter months.

8.3 Extended hours of duty for schools with changed or extended school days

- (a) Where a school Local Consultative Committee (LCC) has agreed to change or extend the school hours, school Cleaners at these schools may be required to clean after 6:00pm but not later than 9:00pm.
- (b) The implementation of the working arrangements in these schools for split shift Cleaners and single shift Cleaners will be determined by mutual agreement between the Cleaners, the Union and the school administration.

8.4 Working on Student Free Days

Cleaners can elect to perform continuous work on Student Free Days. Cleaners shall consult with the Principal one month in advance to confirm their choice and identify if work can be undertaken. If the Cleaner undertakes continuous work, payment of the Broken Work Allowance or the 'all-purpose allowance' on that day will be in accordance with Broken Work clause 7.2.

8.5 Call Outs

- (a) Cleaners can be requested to attend work for emergency circumstances outside their rostered hours on a voluntary basis. Emergency circumstances may include, but will not be limited to:
 - (i) damage to property arising from fires or severe weather; and

- (ii) resecuring property following an after-hours school event.
- (b) Cleaners attending at the workplace under these circumstances will be paid overtime rates with minimum payment of two hours as per the Award.
- (c) Where no other options are available and a Cleaner voluntarily attends at a school in response to a school alarm where security is an issue, the Cleaner shall receive the minimum two hour payment and overtime rates as per the Award.

8.6 Outdoor Education Centres, Environmental Education Centres and Residential Campuses

- (a) The parties recognise that flexibility may be required at Outdoor Education Centres (OEC), Environmental Education Centres (EEC) and Residential Campuses (RC) in relation to hours of work for Cleaners.
- (b) Where flexible hours are worked, the Cleaner and the Site Manager must be in agreement with the flexible hours of duty.
- (c) Agreement and hours of duty are to be recorded in writing at the EEC, OEC or RC.

8.7 Accrued Day Off (ADO) arrangements

- (a) Definitions
 - For the purposes of this clause, *required additional hours* has the meaning set out in clause 8.7(d).
- (b) General
 - (i) A key feature of this Agreement is the provision of simplified and standardised ADO arrangements.
 - (ii) The ADO arrangements require Cleaners to accrue an amount of additional ordinary hours at ordinary rates with deferred payment, with such accrued additional hours paid during school vacations when Cleaners are not required to attend the workplace.
 - (iii) To receive pay during school vacation periods (excludes Annual Leave and public holidays), a Cleaner must accumulate the *required additional hours* and meet all other conditions.
 - (iv) The simplified ADO arrangements apply from the date of certification of this Agreement. ADO arrangements in place immediately before the date of certification may require adjustment to ensure compliance with this Agreement. Before changes to ADO arrangements and, correspondingly, rostered hours to be worked are made for compliance purposes, the Principal/Site Manager and the Cleaner must discuss any proposed adjustments and agree on the changes. These discussions and changes required must occur as soon as practicable after certification.
 - (v) A part-time Cleaner will receive, on a pro rata basis, the same ADO entitlements to those of an equivalent full-time Cleaner.
 - (vi) The simplification and standardisation of ADO arrangements will enable regular rostering of the *required additional hours* across the year, including school vacation cleaning, as the default and replaces the need for daily management and adjustment of ADO arrangements. The roster will be agreed in advance.
- (c) Eligibility
 - (i) ADO arrangements apply to school Cleaners.
 - (ii) Subject to clause 8.7(j), ADO arrangements apply to non-school based Cleaners.
 - (iii) Casual cleaners are not eligible for ADO arrangements.
 - (iv) Fixed term temporary Cleaners engaged for a period of eight weeks or more may accrue ADO, provided:

- A. the period of the fixed term temporary engagement falls within the bounds of a school year (i.e. the engagement commences at the beginning of the school year and/or does not cease beyond the end of the school year);
- B. the fixed term temporary Cleaner is able to take their accrued ADO prior to completing their fixed term temporary engagement; and
- C. the amount of *required additional hours* will be determined according to when the Cleaner commenced employment during the year and the vacation periods to be covered, as per the table in clause 8.7(d).

(d) Required additional hours per year

- (i) Subject to clause 8.7(e)) (remote schools), a Cleaner requires only 11 ADOs (the *required additional hours*) per year to receive pay during school vacations. In each year, the 11 ADOs will be supplemented with a total of four days (not requiring ADO accrual) to be applied to vacation periods.
- (ii) The accrual of 11 ADOs (or a proportionate amount where a Cleaner commences during the year) entitles the Cleaner to receive pay at their ordinary hours of work during all school vacations. (*Noting Annual Leave and public holidays occurring during school vacations are remunerated according to the applicable provisions*).
- (iii) To determine a Cleaner's annual number of additional hours for the accrual of 11 ADOs, the number of ADOs is multiplied by the number of ordinary hours worked per day, for example:
 - A. For a full-time (38 hours per week Cleaner) 11 ADO days x 7.6 hours = 83.6 hours per year.
 - B. For a part-time (30 hours per week Cleaner) 11 ADO days x 6 hours = 66 hours per year.
- (iv) The table below sets out an example of the nominal application of the 11 ADOs to each vacation period to assist with determining the proportionate amount of *required additional hours*:

Summer Vacation (January)	No ADO days required
Autumn Vacation (April)	2 ADO days
Winter Vacation (June/July)	5 ADO days
Spring Vacation (September/October)	4 ADO days

Note: The actual rostering of required additional hours will be agreed between the Cleaner and Principal/Site Manager to ensure the 11 ADOs (or proportionate amount) are worked in the year on a regularised basis.

- (v) Where a Cleaner commences during a school year, the proportionate amount of *required additional hours* will be determined according to the amount of ADOs required (as per table above) to cover any school vacation periods yet to occur in that year.

Example: A Cleaner commences at the start of Term 3 following the Winter Vacation. The Cleaner must accrue four ADOs to cover the Spring vacation. By agreement, the ADOs can be accrued during Term 3 and/or Term 4.

Example: A Cleaner commences during Term 1. The Cleaner must accrue 11 ADOs during the year to cover the Autumn, Winter and Spring vacation periods.

- (e) Cleaners in remote schools which close for an additional week over the Summer vacation period may accrue an additional five ADOs to allow Cleaners to access ADO over the additional week's closure.
 - (i) This clause is subject to the requirements of the Principal or school community and agreement between the Principal and Cleaner about rostering.
 - (ii) Agreement on the arrangements (to either schedule ADO for the additional five days or not) should be made by the end of Term 3 to enable sufficient time to work additional hours if required.

- (iii) The Principal shall not unreasonably withhold agreement for the additional ADOs to be accrued.
- (f) Accruing ADOs
- (i) The Principal / Site Manager and Cleaner must negotiate and agree on the method of accruing all required ADO time. A Cleaner's ADO arrangement must be formally recorded.
 - (ii) ADO may be accrued on any basis (i.e. no standard period) provided the time rostered is sufficient to support the delivery of cleaning services in an efficient and productive manner.
 - (iii) Full-time cleaners shall be credited with 0.35 ADO time (pro rata for part-time according to rostered hours) for public holidays.
 - (iv) A Principal / Site Manager may alter local level arrangements through consultation with affected Cleaners.
 - (v) The ADO must be accrued and taken in one calendar year.
- (g) ADO accrual and other leave
- (i) Where a Cleaner has not accrued a full four weeks' annual leave entitlement, the remaining period shall be granted as special leave without pay.
 - (ii) To support the effective administration of ADO agreements, school Cleaners are required to take their annual leave during the Summer school vacation. The leave must be taken in a continuous four week block commencing immediately after the last day of work required for the year.
 - (iii) Where a Cleaner (full-time and part-time) is absent due to sick leave, long service leave, industrial relations leave, special leave with pay, or any other type of paid leave, excluding annual leave and workers' compensation leave, the Cleaner will be credited with the equivalent period of ADO hours they would have worked on that day.
 - (iv) No ADO shall be credited where a Cleaner is on the required 11 ADOs (or proportionate ADO) or special leave without pay.
 - (v) In special circumstances, where a Cleaner takes extended leave without pay that will affect their ability to accrue 11 ADOs in the year (or proportionate amount) and consequently their eligibility for all paid school vacation periods, the Cleaner and Principal/Site Manager can agree to adjust rostered hours for the following two school terms to enable the Cleaner to access additional hours to accrue the required amount of ADO. The 'following two school terms' can be the school terms either side of Summer vacation.
- (h) ADO and workers' compensation
- (i) If a Cleaner is absent on workers' compensation leave, any ADO time for which they were rostered to work must be credited to their ADO balance. If the employee is subsequently absent on workers' compensation for any agreed ADO days, they must be deemed to have taken those ADO days.
 - (ii) Where a Cleaner has actually worked ADO hours and is subsequently absent on workers' compensation leave during any agreed ADO days, the employee may take accrued ADO hours at a time mutually convenient to the Cleaner and the Principal. No relief will be available in such circumstances.
 - (iii) Where a Cleaner is absent on workers' compensation leave, claims sent to WorkCover Queensland must reflect only the ordinary hours the employee was rostered to work.
 - (iv) A Cleaner who is absent on workers' compensation leave and is unable to take annual leave during the Summer vacation period must take their annual leave at another time mutually convenient to the Principal and the Cleaner.
- (i) ADO Accruals on resignation or retirement

- (i) Every effort must be made for a Cleaner to avail themselves of ADO accrual prior to their resignation or retirement taking effect.
 - (ii) If there remains a credit balance on the date of resignation or retirement, this will be paid on cessation of employment.
 - (iii) If a Cleaner has a debit balance of ADO hours, every attempt should be made to make up that shortfall prior to the date of resignation or retirement.
 - (iv) Where it has not been possible to accrue the necessary hours to correct a debit ADO balance, an adjustment may be made to any remuneration owing at the time of resignation or retirement.
- (j) ADO for non-school based Cleaners
- (i) Cleaners employed as at 20 August 2009 who are employed exclusively at non-school locations may agree to forego the entitlement to accrue ADO for acquittal during school vacation periods in accordance with clause 8.7(d).
 - (ii) Cleaners at non-school locations may choose to accrue ADO time up to a maximum of two days per month. This arrangement can provide for a regular day(s) off per month (e.g. 19 day month or nine day fortnight) or other agreed arrangement. The arrangements for accruing and accessing ADO are to be agreed between the Cleaner and Site Manager.
 - (iii) Cleaners who commenced employment after 20 August 2009 and are employed exclusively in non-school locations shall not accrue ADO (*required additional hours*) as per clause 8.7(d). These Cleaners shall be entitled to ADO arrangements (e.g. 19 day month or nine day fortnight) in accordance with clause 8.7(j)(ii), the four supplementary days (no ADO accrual) as provided in clause 8.7(d)(i) and annual leave accruals in accordance with the relevant industrial instrument or Directive.
 - (iv) Cleaners exclusively engaged at non-school locations may choose to accrue ADO in accordance with clause 8.7(j)(ii).

8.8 Hours worked in excess of rostered hours – overtime / TOIL

- (a) General provisions
- (i) Subject to this clause, there may be a requirement on any normal work day to work hours in addition to the Cleaner's rostered hours.
 - (ii) All work required to be performed in excess of the Cleaner's rostered hours must be reasonable and documented.
 - (iii) In deciding whether hours in excess of rostered hours are reasonable or not reasonable, the following matters must be taken into account:
 - any risk to the employee's health and safety from working the additional hours;
 - the employee's personal circumstances, including family responsibilities;
 - the needs of the workplace in which the employee is employed;
 - whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - any notice given by the employer of any request or requirement to work the additional hours;
 - the usual pattern of work in the calling in which the employee works;
 - the nature of the employee's role, and the employee's level of responsibility;
 - whether the additional hours are in accordance with the ADO arrangements;
 - any other relevant matter.
 - (iv) The Department does not condone school work practices resulting in Cleaners working unpaid overtime. Overtime authorised by the Principal or delegate shall be compensated as per this clause, unless stated otherwise in this Agreement.

- (v) Prior to overtime being worked, the form of compensation will be as mutually agreed between the Principal (or their delegate) and the Cleaner concerned. Provided that in the event of the Principal (or delegate) and the Cleaner not reaching agreement, overtime will be compensated by paid overtime at the appropriate overtime rate in accordance with clause 8.8(b).
 - (vi) No claim for overtime is to be approved where a Cleaner elects (elected) to work in excess of rostered hours solely for their own convenience.
- (b) Overtime
- (i) Overtime applies when time is worked in excess of the daily rostered hours or outside the spread of ordinary hours. The spread of ordinary hours is in accordance with the Award as follows:
 - A. for Cleaners who attend twice daily 6.00am to 9.00pm, Monday to Sunday;
 - B. all other Cleaners 5.00am to 9.00pm Monday to Sunday.
 - (ii) No additional hours worked by the Cleaner shall entitle the Cleaner to payment of overtime unless excess time was worked at the direction of the Principal or their delegate. If circumstances do not permit prior direction, approval for overtime may be subsequently approved in writing.
 - (iii) Unless stated otherwise in this Agreement, a part-time Cleaner is entitled to payment at the ordinary rate for all hours directed to be worked in excess of their rostered hours up to 38 hours per week.
 - (iv) All authorised overtime worked by a Cleaner (full-time and part-time) above 38 hours per week or outside the spread of ordinary hours on any day, Monday to Friday, shall be paid at the rate of time and a half for the first three hours and double time thereafter.
 - (v) All authorised overtime on a Saturday, Sunday or public holiday shall be paid as per the Award.
 - (vi) Overtime is calculated to the nearest quarter of an hour.
- (c) Time off in lieu of overtime
- (i) Time off may be granted in lieu of payment for authorised overtime on a time for time basis with the agreement of the Cleaner.
 - (ii) TOIL accrues independently of ADO.
 - (iii) TOIL is calculated in 15 minute intervals.
 - (iv) TOIL that is accrued in accordance with this Agreement will be paid out at ordinary time rates if it remains unused after 12 months from the date overtime was worked, provided the employee has both taken reasonable steps to avoid excessive TOIL balances and been refused a reasonable application to take such TOIL.
 - (v) Prior approval is required for the taking of TOIL and shall be taken at times to suit operational requirements.
 - (vi) Subject to agreement between the Principal (or their delegate) and the Cleaner, overtime may be compensated by a combination of TOIL and a paid component.
 - (vii) Where a Cleaner takes leave without pay that will affect their ability to accrue the *required additional hours* (11 ADOs per year or relevant proportionate amount) in the relevant year, the Cleaner may request to convert any TOIL accrued to ADO. Requests will not be unreasonably refused.

8.9 Filling vacant cleaning hours

- (a) Support for permanent full-time employment

The in-principle agreement reached between the Department and UWU on 22 December 2022 required the parties to undertake joint preparation and review actions deemed necessary to create and maintain full-time jobs as the preferred model of employment for Cleaners. The following actions apply under this Agreement:

- (i) schools to review and take the necessary action to ensure the minimum number of permanent full-time Cleaners are employed at the school; and
 - (ii) to conclude the compliance review in accordance with Directive 02/23 Review of non-permanent employment in readiness for the transition of part-time Cleaners to full-time employment where possible.
- (b) General
- (i) Schools are not limited to employing Cleaners solely based on their allocated cleaning hours. Consistent with workforce planning principles, schools should consider workforce needs such as backfill and relief arising from planned and/or unplanned leave or emergent needs as they arise, when determining the number of cleaning hours required for their site. This may mean that Cleaners are employed over the site's allocated cleaning hours.
 - (ii) Vacant permanent cleaning hours may become available from time to time at a school or site.
 - (iii) The objective is to use vacant hours to transition as many part-time Cleaners as possible to full-time hours using the process set out in this clause.
 - (iv) If part-time employment is the only option, the school must recruit for a role equal to or greater than 0.2 FTE (1 full day per week) wherever possible.
 - (v) Cleaners who are undergoing performance improvement processes are not eligible to nominate or be considered for increased hours until the performance improvement process is finalised.
 - (vi) Cleaners who are aggrieved by a decision on these matters may take action in accordance with the process for dispute resolution at clause 4.3.
- (c) Minimum requirement for permanent full-time Cleaners
- (i) At a minimum, each site must have the following number of permanent full-time Cleaners, based on cleaning hours allocated to the site:
- | Size of site based on cleaning hours allocation | Minimum number of permanent 38 hours per week Cleaner/s |
|---|---|
| Sites with less than 100 hours per week cleaning allocation | No minimum requirement for a permanent 38 hour per week Cleaner |
| Sites with 100 to 199 hours per week cleaning allocation | 1 x 38 hour per week Cleaner |
| Sites with 200 to 299 hours per week cleaning allocation | 2 x 38 hour per week Cleaners |
| Sites with 300 hours per week or more cleaning allocation | 3 x 38 hour per week Cleaners |
- (ii) For the avoidance of doubt, where a school meets the minimum requirements, there is still an expectation that all part-time cleaners at the school will have the opportunity to transition to full-time whenever vacant cleaning hours become available.
 - (iii) The Department will report compliance with clause 8.9(c)(i) to the JCCC on annual basis.
- (d) Process for distribution of permanent vacant cleaning hours
- (i) Through consultation with the Cleaners, the Principal / Site Manager will follow the process outlined below and document the outcome, including reasons for the decision, and advise affected Cleaners and Regional People Branch.

- (ii) When permanent full-time or part-time cleaning hours become available, the below steps will be followed as soon as practicable:

Note: schools / sites have minimum full-time requirements as per clause 8.9(c) above.

- (e) Step 1 – Certain Transferees considered in the first instance
 - (i) Consider service-wide priority transfers, requested transfers on compassionate grounds for serious health and safety reasons, and required transfers.
 - (ii) If all or a portion of the hours are not filled, go to Step 2.
- (f) Step 2 – Advise all permanent part-time cleaners at the school
 - (i) The Principal / Site Manager will advise all existing permanent part-time Cleaners that hours are available.
 - (ii) Cleaners will advise if they do not want to increase their hours and/or undertake full-time employment with the remaining part-time Cleaners to be allocated hours as per Step 3.
 - (iii) If all permanent part-time Cleaners decline an increase to hours, go to Step 5.
- (g) Step 3 – Create full-time employment for Cleaners identified at Step 2
 - (i) Appoint as many existing permanent part-time Cleaners to full-time as possible using available hours. To clarify, those cleaners wishing to increase their hours, but remain at a part-time fraction, are not able to be considered at this step.
 - (ii) Where a full-time role exists, it is possible to allocate portions of the 38 hours but only if this results in permanent part-time cleaner/s being employed full-time (i.e. 38 hours).
 - (iii) Where more than one Cleaner could be moved to full-time but there are insufficient hours to make all these Cleaners full-time, the distribution will be according to a Cleaner's length of service. A Cleaner with the longest service will be moved to full-time first, then the next longest serving Cleaner and so forth until all hours are allocated or there are insufficient hours to create any more full-time Cleaners.
 - (iv) Where the ability to create full-time Cleaners from available hours is exhausted but there are vacant hours left over, go to Step 4.
- (h) Step 4 – Distribution of any remaining hours to increase part-time employment

Any remaining hours which cannot achieve full-time employment are to be distributed equitably to the remaining permanent part-time Cleaners identified in Step 2. If there are remaining hours, go to Step 5.
- (i) Step 5 – Consider permanent Cleaners in nearby schools

Offer the remaining hours or the full-time role to permanent part-time Cleaners in nearby schools, if no Cleaners elect to be appointed to the full-time role, go to Step 6.
- (j) Step 6 – Consider compassionate and requested transfers

Consider compassionate (other than on the basis of serious health and safety grounds as provided in Step1) and requested transfers. If there are remaining hours, go to Step 7.
- (k) Step 7 – Recruitment

To fill the remaining hours or full-time role, follow normal Departmental recruitment processes (which may include consideration of existing fixed term temporary Cleaners increasing their hours).
Note: Minimum part-time employment applies as per clause 8.9(b)(iv).

- (l) Where cleaning hours are not permanent hours

From time to time cleaning hours that are not ongoing/permanent hours may become available for a limited or specified reason. These cleaning hours should be allocated to Cleaners in the school in the first instance.

8.10 Rest pauses

- (a) Cleaners are entitled to a paid rest pause of 10 minutes duration in the Department's time in the first and second half of the working day, subject to the following:
- (i) A total of 10 minutes for an employee who works for more than four hours but less than six ordinary hours in any day; or
 - (ii) A total of 20 minutes for an employee who works for at least six ordinary hours in any day.
- (b) All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

8.11 Leave entitlements

- (a) Cleaners' leave entitlements are summarised in Schedule 2. The specific details of entitlements are provided in the relevant legislation and industrial instruments governing the employment of Cleaners.
- (b) Cleaners must take their annual leave during the summer school vacation period, excluding the mandatory public holidays. The leave must be taken in a continuous four-week block commencing immediately after the last day of work required for the year.
- (c) Cleaners at non-school locations are encouraged to take their annual leave during the Summer vacation period.

PART 9 WORKFORCE ARRANGEMENTS

9.1 Calculation of cleaning time

Cleaning time is calculated in accordance with the provisions of Schedule 1, applied daily, namely:

- (a) standardised measurements;
- (b) productivity rates;
- (c) dusting rates;
- (d) rubbish allocation;
- (e) difficulty factors;
- (f) dusting factors; and
- (g) administration hours.

9.2 Changes to School Cleaning Frequencies Guideline

- (a) The School Cleaning Frequencies Guideline was agreed between the parties on October 2022. Proposed changes to the Guideline will be in accordance with this clause.
- (b) Genuine consultation is required when seeking any changes to the guide. This will include:
- (i) presenting any proposals for changes to the parties; and
 - (ii) providing adequate time for consideration and feedback on such proposals.
- (c) If there is a proposal for any change to increase the frequencies, a meeting between the parties will be required to discuss:

- (i) the proposals; and
 - (ii) any impact it will have on the current allocation of time to undertake the tasks to the new frequency.
- (d) If changes to the School Cleaning Frequencies Guideline create additional workload, it must be demonstrated that the changes are achievable within the proposal or agreement must be reached to the offset.

9.3 Additional cleaning for school and non-school activities

- (a) It is recognised that school Cleaners' rostered duties are based on a school's education program and responsibilities.
- (b) Where school or non-school activities result in Principal or delegate directing Cleaners to perform additional cleaning duties beyond their normal rostered hours, they will be allocated the required amount of cleaning time. Any such additional time will be compensated as per clause 8.8.

9.4 Closed classrooms

- (a) The parties agree that in circumstances where classrooms are no longer in use for any purpose, the time calculated for cleaning those rooms may be removed from the school's cleaning allocation, subject to the following provisions:
 - (i) consideration of time allocation required for maintenance and external cleaning of the closed classroom(s);
 - (ii) increase in cleaning time for computers, louvers and air-conditioning units in accordance with Schedule 1; and
 - (iii) allocation of cleaning hours for administrative purposes in accordance with Schedule 1.
- (b) Clause 9.4(a)(ii) and clause 9.4(a)(iii) shall be allocated, in the first instance to the affected school.
- (c) Where surplus capacity is identified to be at least five hours, hours shall be reduced at the site by removing casual or fixed term temporary hours or, in the case of permanent Cleaners, through either a required transfer within 30 minutes travel or through natural attrition on a case by case basis.

9.5 Classrooms not being used as a teaching and learning area

- (a) The parties agree that where classrooms are not being used as a teaching and learning area, either for the whole week or part of a week on an ongoing basis (after consultation with school management), the cleaning allocation may be reduced, after consideration of the following provisions:
 - (i) consultation shall occur with the JCCC regarding the nature and regularity of usage in determining an appropriate cleaning allocation. This allocation shall be based on guidelines developed by the Department in consultation with the JCCC; and
 - (ii) any reduction of time shall increase cleaning time for computers, louvers and air conditioning units in accordance with Schedule 1 and provide for an allocation of cleaning hours for administrative purposes in accordance with Schedule 1.
- (b) Provided that clause 9.5(a)(i) and clause 9.5(a)(ii) shall be allocated, in the first instance to the affected school.
- (c) Where surplus capacity is identified to be at least five hours, hours shall be reduced at the site by removing casual or fixed term temporary hours or, in the case of permanent Cleaners, through either a required transfer within 30 minutes travel or through natural attrition on a case-by-case basis.

9.6 Team Cleaning

- (a) In general, the Department prefers team cleaning as the optimal method of achieving and maintaining efficient and productive cleaning services. Cleaners will operate in teams and they may arrange among themselves attendance and working hours to meet operational and individual needs.

- (b) Principals and/or Site Managers will determine the following team arrangements in consultation and by agreement with Cleaners:
 - (i) the size and membership of teams based on calculating the cleaning time required for each workplace as per Schedule 1; and
 - (ii) the scope, standard and attendance times of cleaning services required.
- (c) In consulting and attempting to reach agreement on team arrangements, neither party shall unreasonably withhold agreement. All arrangements will be documented and copies provided to Cleaners.

9.7 School Security Alarms

- (a) School Cleaners' duties may include activating and disarming school security systems as required and locking and unlocking buildings.
- (b) Normal uninterrupted time spent in activating and setting school alarms as authorised by the Principal will be a recognised part of a particular Cleaner's allocated time.
- (c) To compensate for possible delays and interruptions in setting security alarms by unforeseen circumstances beyond Cleaners' control, an additional 15-minute period will be available to the Cleaner nominated to set the school's security alarms. This includes, but is not limited to, instances between 6:00pm and 6:15pm.
- (d) This 15-minute period will apply immediately after the Cleaner's normal rostered ceasing time, however is not considered 'excess hours' for the purposes of clause 8.8, but will be accrued at ordinary rates for the purposes of accessing ADO in accordance with clause 8.7. The 15-minute period will be available, regardless of the time taken to set the alarm or security system.
- (e) Where it can be consistently demonstrated that more than 15 minutes is regularly required to set the security alarms, such situations will be investigated and action will be taken to rectify them.
- (f) Access to the above 15-minute period or to claiming overtime will be limited to one Cleaner per security alarm panel. However, a Principal may decide to share responsibility for alarm and security system setting between other Cleaners.

PART 10 WORKFORCE MANAGEMENT

10.1 School Facilities Operations Team and Cleaners

- (a) The Department commits to effectively operationalising the 13.0 FTE regionally based School Facilities Operations Advisors within the School Facilities Operations Team, Infrastructure Services Branch.
- (b) In operationalising these roles, the Department commits to ensuring that Cleaners are supported in their roles by the School Facilities Operations Teams in the following areas:
 - (i) identifying and implementing strategies to improve health, safety and wellbeing outcomes; and
 - (ii) facilitating and delivering training for the development of Cleaners to improve health, safety and wellbeing outcomes.
- (c) Cleaners can contact School facilities Operations Advisors directly to discuss:
 - (i) matters relating to equipment, chemical and consumable items and matters associated with cleaning tasks.
 - (ii) Safe and effective cleaning, and grounds and facilities management at school sites.

10.2 Working with Children check (Blue Card)

- (a) The parties acknowledge that the *Working with Children (Risk Management and Screening) Act 2000* provides that Cleaners must hold a current Blue Card to work in the school environment.

- (b) In accordance with this requirement, employees are required to pay their initial Blue Card application fee, however, the Department will pay the ongoing renewal cost.

10.3 Professional development and training

- (a) Cleaners are entitled to equitable access to professional development at the school level, wherever possible this should occur in rostered hours.
- (b) Professional development for Cleaners will be addressed in documents relating to school training.
- (c) On commencement of employment, all permanent Cleaners will be entitled induction, training and professional development identified and addressed through the Developing Performance Framework (DPF) process. The DPF model to be implemented in each school or worksite shall be the subject of consultation with the LCC or where no LCC is applicable in accordance with other established consultative mechanisms.
- (d) The Department arranges periodic compulsory training to help Cleaners improve their skills and keep up to date with advances in cleaning, hygiene techniques and related issues. To assist Cleaners in planning their ADO agreement, they will be notified in advance of an ongoing, three-yearly program of required attendance at compulsory training sessions.
- (e) Where appropriate, teams are to be trained in how to operate as self-managed units within the context of this Agreement.
- (f) It is recognised that all Cleaners require adequate English language, literacy and numeracy skills. Accordingly, where individual Cleaners with such needs can be identified, with the assistance of the Union, the Department will facilitate supportive training to enable these Cleaners to achieve adequate workplace language and literacy skills.
- (g) When required to attend professional development outside their rostered hours the Cleaner will be compensated in accordance with clause 8.8. Required attendance at compulsory training or professional development within ordinary hours shall be paid for at the ordinary rate of pay.
- (h) The accumulation of ADO for professional development activities other than those required shall be negotiated between the Cleaner and the Principal.
- (i) Schools shall ensure that a record of professional development activities is maintained.
- (j) The parties commit to ongoing review of training, including the development of additional tools and modules, through the JCCC.

10.4 Certificate III – Cleaning Operations

- (a) The Department commits to, promoting and providing the opportunity for eligible permanent Cleaners to undertake the Certificate III – Cleaning Operations.
- (b) The Department will fund the course enrolment costs and ensure Cleaners are able to access paid time or ADO accrual for required course attendance time.
- (c) Course participation and completion rates will be recorded and reported at a regional level at each meeting of the JCCC with processes agreed to address any issues with the application of this initiative.

10.5 First Aid Training

- (a) Where a school requires or requests a Cleaner to perform first aid duties, the Cleaner will not be required to fund the cost of obtaining a First Aid Certificate, and subsequent updates.
- (b) Should a Cleaner seek to obtain a First Aid Certificate, workplace support to fund training and subsequent updates will be provided.
- (c) Where Cleaners are required to attend approved first aid training outside of rostered hours, the Cleaner can elect to accrue ADO time or be compensated as per clause 8.8.

10.6 Relevant ICT training

- (a) It is acknowledged by the parties that Cleaners require adequate skills in contemporary technology to access Departmental communications.
- (b) Should an individual Cleaner identify as requiring support in the development of required technology skills, the Department will facilitate supportive training in this regard.

10.7 Communication to Cleaners

A newsletter (previously known as the Cleaners' Chronicle) communicating general matters for the cleaning workforce and other matters as determined, will be distributed to the cleaning workforce every two months. Communication from the JCCC will be distributed via the same newsletter following scheduled meetings.

10.8 Performance improvement

- (a) The Performance Improvement Process shall be conducted in accordance with the Department's procedure, which includes a requirement that prior to commencing a formal Performance Improvement Process discussions are to be held to identifying and address performance concerns.
- (b) The Performance Improvement Plan will include:
 - (i) formal identification of the performance improvement required;
 - (ii) weekly inspections over a four-week period (incorporating feedback from the Cleaner).
- (c) If the Cleaner's performance improves to an acceptable level following the Performance Improvement Plan, a six-month monitoring program will be enacted.
- (d) If the Cleaner's performance does not improve to an acceptable level following the Performance Improvement Plan, a report will be compiled by the Business Manager and/or Principal for regional office consideration.
- (e) Where disciplinary action may be required, regional office will contact the Integrity and Employee Relations for advice and appropriate action.

10.9 Discipline, alternative duties and suspension

All Cleaners shall be subject to the discipline and suspension provisions (and related policies, procedures and guidelines) applying to public service officers and public service employees prescribed by the *Public Sector Act 2022*.

10.10 Unplanned absenteeism

Where a Cleaner is identified as having an absenteeism level higher than average or where there is a specific pattern of absenteeism, the relevant manager or officer should meet with the employee to discuss the circumstances surrounding their absence. The Cleaner may choose to include the Union in this meeting.

PART 11 EMPLOYMENT, TRANSFER AND DEPLOYMENT

11.1 Employment and Probation

- (a) The parties agree that recruitment and selection of Cleaners will be conducted in accordance with the principles set out in section 44(3) of the *Public Sector Act 2022*. Consideration of a Cleaner's prior performance may be taken into account.
- (b) The probationary period for all Cleaners shall be three months.
- (c) The probationary period may be extended in exceptional situations having regard to the nature and circumstances of the employment.

11.2 Pre-employment screening

- (a) The parties commit to cooperate in any trial of pre-employment screening for Cleaners in the event such a program is introduced during the lifetime of the Agreement.

- (b) Prior to the implementation of such a trial, the parties will hold discussions regarding the implementation of pre-employment screening.
- (c) The parties also commit to reviewing the pre-employment screening arrangements prior to the expansion of any such program beyond a trial.

11.3 Multiple hire

- (a) It is the intent of the multiple-hire provision of this Agreement to allow Cleaners an opportunity to work in other occupations (callings) in the Department whilst they are also performing part-time duties as a Cleaner. The provision will allow Cleaners to perform duties up to the full-time hours of 38 hours per week.
- (b) A part-time permanent Cleaner may be employed in more than one position within the Department provided that:
 - (i) the maximum combined number of ordinary hours for which they are employed does not exceed 76 hours per fortnight (this does not prevent Cleaners working overtime or ADO in addition to 76 hours); and
 - (ii) this provision does not extend to a fixed term temporary transfer to another classification where the duties of one calling are only performed within the relevant period.
- (c) Duties may be undertaken in a calling covered by the *General Employees (Queensland Government Departments) and Other Employees Award – State 2015*, or any other 38 hours per week award.
- (d) Where duties are undertaken in a calling covered by an award which prescribes less than 76 ordinary hours per fortnight, wages and leave will be determined on a proportional basis, in accordance with the relevant awards, certified agreements and Department policies.

11.4 Required transfers arising from surplus capacity and/or loss of hours

- (a) If a school or non-school location has been identified as having a least five hours per week surplus capacity in accordance with clause 9.4 (Closed classrooms), clause 9.5 (Classrooms not being used as a teaching and learning area), or above the cleaning hour entitlement in accordance with clause 9.1 (Calculation of cleaning time), the Principal or BM is advised in writing or telephone that the hours shall be absorbed through an agreed transfer process.
- (b) If a suitable vacancy becomes available, the School Facilities Operations Team shall contact the site and advise the Principal or BM and all Cleaners of the required process. The local Union organiser shall be advised in advance of this process.
- (c) A suitable vacancy is one within a reasonable travel distance. As a guide, a reasonable travel distance is within 30 minutes travel time from the Cleaner's residence to the work site. However, the suitability of each vacancy should also be assessed in relation to the individual Cleaner's particular circumstances.
- (d) Generally, where a work site is identified as having surplus capacity or loss of hours, a member of the School Facilities Operations Team will visit the site in consultation with the Principal, Business Manager or Site Manager. The officer will inform the Principal, Business Manager or Site Manager and cleaning staff of reasons for the required transfer, outline the transfer process and attempt to answer any related questions. If an officer cannot visit the affected site, they will advise the Principal, Business Manager or Site Manager and provide a contact person to answer questions affected Cleaners may have.
- (e) All Cleaners at the affected site shall be advised of the nominated vacancy, and all shall be invited to submit an expression of interest in transferring to the vacancy. Cleaners are provided the opportunity for a lifestyle change transfer (i.e. transfer to another region in Queensland). This type of transfer, however, cannot be guaranteed.
- (f) Cleaners shall be provided at least 48 hours to consider their response to any invitation to transfer.
- (g) If no Cleaners at the site express interest in a transfer, the Cleaner nominated for transfer will be the Cleaner with the shortest length of service with the Department at that site. Length of service shall include casual employment, provided that it is continuous and immediately adjacent to the Cleaner's permanent service. However, consideration will also be given to the Cleaner's working hours compared with the vacant hours

and also factoring in how the Cleaner commutes to work. If the Cleaner with the shortest length of service is unsuitable for relocation, the Cleaner with the next shortest length of service will be considered.

- (h) The basis of any required transfer of a Cleaner is that:
 - (i) no permanent Cleaner loses their employment with the Department;
 - (ii) every Cleaner maintains their permanent hours and is transferred at their substantive hours;
 - (iii) any residual hours at either site shall be filled via the process for distributing vacant hours in clause 8.9; and
 - (iv) any transfer is within the Cleaner's local area of prior work unless the Cleaner requests relocation to another part of the State.
- (i) Following a required transfer, should the transferred Cleaner indicate that they wish to return to their previous school to fill a subsequent vacancy, that Cleaner will receive preference over all other normal transfers, provided that the school does not object. Schools may only object if they have legitimate reason. Examples include, but are not limited to:
 - (i) on the basis of formal performance or disciplinary processes; or
 - (ii) serious interpersonal and legal matters.

11.5 Requested transfers

- (a) A Cleaner can submit a requested transfer for any reason.
- (b) Where a Cleaner is intending to move location and wishes to continue employment with the Department, they shall provide to the School Facilities Operations Team a list of schools and/or non-school sites in the area in which they are willing to be employed.
- (c) Such transferees will be given consideration for any vacancies occurring at the locations nominated in accordance with clause 11.4.
- (d) Requested transfers will only be approved on the condition that the Department incurs no cost.
- (e) Where the above process does not result in the Cleaner gaining a transfer prior to the intended move, the Cleaner may be granted special leave without pay until such time as the transfer is affected.
- (f) Cleaners will only be considered for a requested transfer after they have worked at a location for at least 12 months. This 12-month requirement does not apply to compassionate transfers, pressing transfers, required transfers, return of required transfers or transfers to gain additional hours.

11.6 Absence relief

- (a) Relief provisions at schools and non-school locations are as follows:
 - (i) where there is only one Cleaner, immediate relief will be provided up to the site's calculated cleaning time in accordance with clause 9.1;
 - (ii) where there are two or more Cleaners and one Cleaner is absent there will be no relief for the first 24-hour period. The remaining Cleaners will adjust their programs to ensure that essential cleaning is carried out on non-relief days. Total relief up to the site's calculated cleaning time in accordance with clause 9.1, will be provided after the non-relief period; and
 - (iii) where a Cleaner is absent from a special school, relief will be provided for the Cleaner's next rostered shift. For example, where a Cleaner is absent for a morning shift, relief will be provided for the following afternoon shift.
- (b) In schools and non-school locations with more than one Cleaner, where there are frequent and ongoing absences, or simultaneous multiple absences through illness, the Principal or Site Manager may apply to the School Facilities Operations Team for approval of immediate relief. The School Facilities Operations

Team will consider the size of the site and the number of Cleaners, together with any other relevant information, prior to determining the level of relief required.

- (c) The above relief policy applies to Cleaner absences due to planned and unplanned sick leave, discretionary leave, bereavement leave and special leave connected with Workers' Compensation. When a Cleaner is absent on any other form of leave, immediate relief is applicable up to the site's calculated cleaning time in accordance with clause 9.1.

PART 12 HEALTH, SAFETY AND WELLBEING

12.1 Statement of intent

- (a) The parties to this Agreement are committed to achieving healthier and safer practices through workplace strategies and processes aimed at improving efficiency and productivity. This will be accomplished by a comprehensive approach consistent with the Department's Health, Safety and Wellbeing policies and procedures.
- (b) The parties will jointly cooperate in ongoing efforts to improve the workplace health, safety and wellbeing of Cleaners at schools and non-school locations. The parties recognise the benefits of a preventative approach, through consultation, training, programs and strategies.

12.2 Consultation

Consultation mechanisms to address workplace health, safety and wellbeing include:

- (a) encouraging Cleaners to be involved in the election of Health and Safety Representatives at their site to represent fellow workers on health and safety matters;
- (b) encouraging Cleaner representation on school Health and Safety Committees to monitor and implement health, safety and wellbeing procedures and practices relevant to Cleaners;
- (c) designating the JCCC as the central committee for discussing workplace health, safety and wellbeing issues and reviewing relevant procedures; and
- (d) maintenance of consultative procedures to resolve health, safety and wellbeing issues, including the right to refuse to perform work if the refusal is based on a reasonable concern by the employee about an imminent risk to their health or safety and the employee does not unreasonably contravene a direction to perform other available work (whether at the same or another workplace) that is safe and appropriate for the employee to perform.

12.3 Workplace health, safety and wellbeing training

- (a) A range of health, safety and wellbeing training for Cleaners will be provided by the Department and coordinated by the School Facilities Operations Team.
- (b) The parties are committed to effective training of all elected Workplace Health and Safety Representatives.
- (c) The Department will systematically induct and train all Cleaners in key health, safety and wellbeing issues. Cleaners are expected to participate in all accessible programs offered and to undertake any competency components by relevant training programs.
- (d) Induction and on-the-job training programs will outline workplace health, safety and wellbeing policy and procedures, particularly job-related hazards, control measures applicable to each hazard and the use of health and safety systems to identify hazards and instigate preventative actions.

12.4 Workplace Health, Safety and Wellbeing programs and strategies

- (a) The parties are committed to programs and strategies which:
 - (i) reduce the incidence and duration of workplace injury and illness;
 - (ii) more effectively manage Workers' Compensation by increasing Cleaners' awareness of potential risks and associated costs;

- (iii) improve Cleaners' wellbeing as measured through reduced absences; and
 - (iv) improve data management and reporting systems.
- (b) The Department supports providing rehabilitation programs to Cleaners for all types of injuries and illnesses, including those that are not related to work, in accordance with the Department's rehabilitation procedures.

12.5 Hepatitis A and B vaccinations

The Department will facilitate and pay the costs of Hepatitis A and B vaccinations for all Cleaners. Participation in vaccination programs is strongly recommended, however, it is recognised that participation is not mandatory.

12.6 Facilities

Cleaners will be provided with a readily accessible, safe, secure area, location or facility in each school (this may include, but is not limited to: a locker, staff room, spare classroom or other type of room or secure area) for the purpose of storing personal items. This facility will be determined and provided by the school or site management.

12.7 Work-Life Balance

- (a) Cleaners are entitled to an appropriate workload that supports a reasonable work-life balance. The parties will continue to examine means of enhancing flexibility of working arrangements to assist employees to achieve work-life balance.
- (b) The Department will encourage Principals and line managers to adopt a more considered approach to Cleaner requests for changed hours or work patterns and where appropriate to operational needs, will accommodate such requests.
- (c) The parties commit to cooperation in the implementation process to ensure consistency of best practice work-life balance initiatives across the Department.

PART 13 OTHER

School Crossing Supervisors

- (i) During the life of the Agreement the Department and the Union agree to have discussions with the Department of Transport and Main Roads (TMR) to explore the potential transfer of responsibility for the entire function and existing workforce of School Crossing Supervisors from TMR to the Department.
- (ii) The parties commit to finalising these discussions by 31 December 2023.
- (iii) Should this result in the need for either a new agreement or an amendment of an existing agreement, this will not represent an additional claim, as set out in clause 1.13 (No further claims) of this Agreement.
- (iv) The Department stands ready and willing to explore this issue with the Union and TMR in the best interests of the School Crossing Supervisors.
- (v) For the avoidance of doubt, this clause represents a commitment between the Department and the Union in relation to persons currently employed by TMR and covered by separate industrial instruments made under the *Industrial Relations Act 2016* (i.e. not covered by this Agreement and Award).

SCHEDULE 1 – Calculation of Cleaning Time

The tables below are derived from Productivity Rates contained in the *Cleaners Employed by the Department of Education Certified Agreement 1998*, and Standardisation of Measurements in the *Cleaners Employed by the Department of Education Certified Agreement 2000*.

1. Standardised measurements

- (a) The adopted process for applying standardised measurement will be continued until the measurements have been applied to all education facilities where Cleaners are employed.
- (b) Any reduction in the allocation of hours resulting from standardised measurements will be implemented through natural attrition and the agreed transfer procedures.

2. Productivity and dusting rates

Description	Interpretation	Productivity Rate	Dusting Rate
Carpet	Includes all types of carpet and carpet squares in areas which are fully enclosed, or on veranda areas.	530 m ² /hour	997.5 m ² /hour
Cork flooring	Includes all types of cork flooring.	530 m ² /hour	997.5 m ² /hour
Internal concrete	Includes all concrete which is in a fully enclosed area with solid walls and roof.	530 m ² /hour	997.5 m ² /hour
Internal tiles and pavers	Includes all types of internal tiles and pavers which are in a fully enclosed area with solid walls and roof.	530 m ² /hour	997.5 m ² /hour
Low maintenance vinyl	Includes all types of low maintenance vinyl irrespective polish has been applied.	530 m ² /hour	997.5 m ² /hour
Non-polished wood	Includes all wooden floor surfaces either internal or external, which have not been polished.	530 m ² /hour	997.5 m ² /hour
Safety flooring	Includes all types of safety flooring irrespective of polish has been applied.	530 m ² /hour	997.5 m ² /hour
Seamless flooring		530 m ² /hour	997.5 m ² /hour
Polished wood	Includes all polished wooden floor surfaces either internal or external.	330 m ² /hour	997.5 m ² /hour
Vinyl	Includes all polished vinyl floor surfaces, however excludes low maintenance vinyl and safety flooring.	330 m ² /hour	997.5 m ² /hour
Covered / enclosed concrete/pavers	Includes all concrete areas and pavers which are not fully enclosed and are either: <ul style="list-style-type: none"> ▪ surrounded by three solid walls and roof. Two of the walls are to be at least half way to the ceiling and not the sides of a building (excluding tuckshops). Walls can include glass, windows and louvres. An opening of more than 5 metres is regarded as a break within a wall; ▪ under a building and considered a useable area (that is an area which can be used as a congregation point by students), ▪ enclosed staircases where the veranda areas are not enclosed; ▪ courtyard areas (with a solid roof – not shade cloth or lattice) inside of buildings. 	960 m ² /hour	Nil

Description	Interpretation	Productivity Rate	Dusting Rate
	This category does not include covered walkways, open covered play areas, verandas (in front of classroom and offices), patios and doorway entrances.		
External concrete	Includes all concrete and concrete tile areas, which are not fully enclosed or included under covered enclose concrete or pavers. This includes non-covered spoon drains adjacent to the defined cleaning area. Areas not included are fully fenced sports areas, car parks, driveways (which are not play areas), or areas that are more than 10 metres from the main defined cleaning area.	1400 m ² /hour	Nil
External pavers	Includes all paved areas that are not fully enclosed or surrounded by three walls and a roof. Areas not included are car parks, driveways (which are not play areas) or areas, which are more than 10 metres from the main defined cleaning area.	1400 m ² /hour	Nil
External carpet	Includes all types of carpet in areas which are not fully enclosed, or on veranda areas.	1400 m ² /hour	Nil
External rubber & artificial turf	Includes all types of external rubber and artificial turf in areas which are not fully enclosed, or on veranda areas. Areas not included are areas that are more than 10 metres from the main defined cleaning area.	1400 m ² /hour	Nil
Bitumen	Includes all bitumen areas. Areas not to be included are fully fenced sports areas, car parks, driveways or areas that are more than 10 metres from the main defined cleaning area.	2800 m ² /hour	Nil
Fixtures	The following are counted as 1 fixture: toilet pedestals, ceramic urinals, hand basins (designated for amenities areas), showers, baths, internal science laboratory sinks including the lab sinks in prep rooms and the eye wash sinks (not including the sink within the fume cupboard), external drinking fountains and external drinking troughs (up to five taps). Drinking fountains and troughs are to be located within 10 metres of the main defined cleaning area.	2.5 minutes / fixture	Nil
Urinals	All stainless steel urinals up to 1.8 metres in length to be counted as 1.	6.25 minutes / urinal	Nil
Rubbish	Time allocated in accordance with the defined enrolment table.		Nil

3. Rubbish allocation

Type of site	Enrolment	Allocation
Primary and high schools	Less than 100	15 minutes/day
	100 – 200	30 minutes/day
	201 – 600	45 minutes/day
	601 – 900	1 hour/day
	901 – 1400	2 hours/day
	1401 – 2000	3 hours/day
	2001 – 2600	3 hours 30 minutes/day
	Greater than 2600	4 hours/day

Special schools	All	30 minutes/day
All other sites	Not applicable	15 minutes/day

4. Difficulty factors

- (a) The above productivity rates will be used as standard measures for determining the extent of work to be performed by cleaning teams. The allocation of hours may be adjusted upward or downward to reflect difficulty factors (i.e. arduous circumstances) such as:
- (i) dusty or tropical environments;
 - (ii) the nature and condition of structures on site;
 - (iii) construction works in progress;
 - (iv) a mine, quarry or smelter is next to school;
 - (v) coal train passes school;
 - (vi) cane fields or farms are next to school;
 - (vii) rainforests are next to school;
 - (viii) dust or mud is greater than average level;
 - (ix) mould;
 - (x) sites where sand and grit are greater than average level; and
 - (xi) poor water quality or poor water supply.

Any of the above circumstances should be referred to Infrastructure Services for determination in consultation with the Union. Hours may be adjusted on a temporary basis or on an ongoing basis by applying a difficulty factor to the site.

- (b) The following difficulty factors reflect the impact of the arduous circumstance on the cleaning duties:

Moderate impact	0.05
High impact	0.10
Excessive impact	0.20

- (c) Schools are also allocated a standard rating. Difficulty factors will be applied in addition to the standard ratings below:

Primary schools	1.0
P – 10 campuses	1.1
P – 12 campuses	1.1 (it may be necessary to increase the base allocation depending on the size of the secondary facilities)
High schools	1.2
Special Schools	1.3

- (d) Special schools (i.e. schools providing programs for special needs students) receive a standard rating. However, this rating can be adjusted upwards depending on, but not limited to, higher student ascertainment levels.

5. Dusting factor

- (a) A dusting factor of 997.5m²/hr is applied to address the cleaning of features plus the following:
 - (i) air conditioning units or filters;
 - (ii) sinks not covered within the above Cleaning Productivity Rates;
 - (iii) windows, bars, louvres;
 - (iv) vermin droppings;
 - (v) graffiti;
 - (vi) tuckshops; and
 - (vii) computers, cables, plugs (as authorised by the Principal).
- (b) The parties agree that a further reduction in the dusting factor from 997.5 m² / hour to 947.6 m² / hour shall be applied provided that sufficient hours become available due to clause 9.4 and clause 9.5, subject to consultation with JCCC.
- (c) The parties recognise that the reduction in the dusting factor shall reflect the cleaning of current features and the increase time required for:
 - (i) computers;
 - (ii) louvers; and
 - (iii) air conditioning units.
- (d) In recognition of the increasing number of computers in schools, Cleaners may request a review of the cleaning program to consider whether alternate routines or processes for computer cleaning are necessary.

6. Administration hours

- (a) The Department commits to provide an allocation of 5 hours to schools with 11 or more Cleaners provided that sufficient hours become available due to clause 9.4 and clause 9.5, subject to consultation with JCCC.

SCHEDULE 2 – Leave Entitlements

This Schedule provides a summary of Cleaners' leave entitlements and must be read in conjunction with the authority source instruments and document(s). This Schedule does not replace the source instruments if there is a discrepancy.

Leave Type	Summary	Authority Source
Annual Leave	<p>Permanent and Temporary Cleaners may accumulate 4 weeks (20 days) annual leave.</p> <p>Cleaners must take their annual leave during the summer school vacation period, excluding the mandatory public holidays. The leave must be taken in a continuous four week block commencing immediately after the last day of work required for the year.</p>	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and Other Employees Award – State 2015</i></p> <p><i>Directive 4/17 – Recreation Leave</i></p> <p><i>Departmental Documents – Employee Leave Policy – Employee Leave Procedure Employee Leave Entitlements Guideline</i></p>
Bereavement Leave	<p>Permanent and Temporary Cleaners are entitled to at least 2 days bereavement leave on full pay in the event of:</p> <p>(i) the death of a member of their immediate family or household; or</p> <p>(ii) the Cleaner, or the Cleaners spouse, is pregnant and the pregnancy ends other than by the birth of a living child.</p> <p>Casual Cleaners are entitled to at least 2 days of unpaid bereavement leave.</p>	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and Other Employees Award – State 2015</i></p> <p><i>Directive 5/17 – Special Leave</i></p> <p><i>Departmental Document – Employee Leave Entitlements Guideline</i></p>
Industrial Relations Education Leave	<p>Permanent and Temporary Cleaners may be granted up to 5 days non-cumulative leave as provided within the Agreement.</p>	<p><i>Department of Education Cleaners' Certified Agreement 2022 (Clause 3.5)</i></p>
Jury Service and Court Attendance	<p>Permanent and Temporary Cleaners are entitled to leave and associated allowances if subpoenaed to attend court as a witness or required to undertake jury service.</p>	<p><i>Industrial Relations Act 2016 (Qld) Directive 13/14 – Court Attendance and Jury Service</i></p> <p><i>Department Documents –Employee Leave Procedure Employee Leave Entitlements Guideline</i></p>
Leave for Study and Examination Purposes	<p>Cleaners may be eligible to apply for study and research assistance in accordance with relevant industrial instruments.</p>	<p><i>Directive 9/18 – Study and Examination Leave</i></p> <p><i>Departmental Documents – Employee Leave Policy Employee Leave Procedure Employee Leave Entitlements Guidelines</i></p> <p><i>Employee Professional Development including Study and Research Assistance Scheme (SARAS)</i></p>
Long Service Leave	<p>Cleaners who complete 10 years continuous service may be entitled to long service leave with pay.</p> <p>Cleaners who complete 7 years continuous service may be entitled to pro-rata long service leave.</p> <p>An employee is to give timely notice of the date from which long service leave is to take effect.</p>	<p><i>General Employees (Queensland Government Departments) and Other Employees Award – State 2015</i></p> <p><i>Directive 11/18 - Long Service Leave</i></p> <p><i>Departmental Documents – Employee Leave Entitlements Guidelines</i></p>

Leave Type	Summary	Authority Source
Parental Leave	<p>Parental Leave includes birth-related Leave, Adoption Leave and Cultural Parent Leave, or Surrogacy Leave.</p> <p>Eligible Cleaners may be entitled to:</p> <ul style="list-style-type: none"> (a) Long birth-related leave, adoption and cultural leave or surrogacy leave of 14 weeks (b) Pre-natal, pre-adoption or pre-surrogacy leave up to a total of 38 hours (c) 52 weeks of unpaid leave (d) Flexible parental leave of up to a maximum of 30 days. <p>An application for parental leave form (DoE employees only) must include the start and end date of the leave and sufficient written evidence to satisfy a reasonable person of the birth-related, adoption, surrogacy or cultural parent leave.</p>	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and other Employees Award – State 2015</i></p> <p><i>Directive 05/20 – Paid Parental Leave</i></p> <p><i>Departmental Documents – Parental Leave Policy</i></p> <p><i>Parental Leave Procedure</i></p>
Purchased Leave	<p>Eligible Cleaners may consider an application for purchased leave.</p>	<p><i>Directive 05/17 – Special Leave</i></p> <p><i>Directive 01/19 – Leave without salary credited as Service</i></p> <p><i>PSC Guideline – Implementing purchased leave arrangements</i></p> <p><i>Departmental Documents – Purchased leave and Deferred Salary Scheme Procedure</i></p>
Sick Leave / Carers Leave	<p>Permanent and Temporary Cleaners may accumulate up to 10 days sick leave per year of service.</p> <p>Cleaners' may use their sick leave for:</p> <ul style="list-style-type: none"> (a) any illness that will cause them to be absent from work; or (b) to care for or support members of their immediate family or household: <ul style="list-style-type: none"> (i) when they are ill; or (ii) because an unexpected emergency arises in relation to the person; or (c) a person who has experienced domestic violence. (d) An application for sick leave of more than three days must be supported by sufficient evidence of the illness acceptable to the Chief Executive's delegate (e.g. doctor's certificate, health practitioner's certificate, statutory declaration). 	<p><i>Industrial Relations Act 2016 (Qld) General Employees (Queensland Government Departments) and Other Employees Award – State 2015</i></p> <p><i>Directive 06/20 – Sick Leave</i></p> <p><i>Departmental Documents – Employee Leave Entitlements Guideline</i></p>
Special Leave	<p>Cleaners may be granted, paid or unpaid special leave, based on an application for discretionary or non-discretionary leave.</p>	<p><i>Directive 05/17 – Special Leave</i></p> <p><i>Departmental Documents – Leave Policy</i></p> <p><i>Employee Leave Procedure</i></p> <p><i>Employee Leave Entitlement Guideline</i></p>
Meritorious Sick Leave	<p>Where a Cleaner has completed 26 years meritorious service (with no break in service greater than 12 months), an additional 13 weeks (65 working days) sick leave on full pay may be added to their sick leave account on application.</p>	<p><i>Directive 06/20 – Sick Leave</i></p>

Leave Type	Summary	Authority Source
Cultural Leave	A Cleaner, who is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony, may take up to 5 days unpaid cultural leave in each year, if the Department agrees.	<i>Industrial Relations Act 2016 (Qld)</i> <i>Directive 05/17 – Special Leave</i> <i>Departmental Documents –</i> <i>Employee Leave Entitlements</i> <i>Guideline</i>
Domestic and Family Violence Leave	Cleaners are entitled to a minimum 10 days of domestic and family violence leave on full pay in a year if: (a) the Cleaner has experienced domestic violence; and (b) the Cleaner needs to take domestic and family violence leave as a result of the domestic violence.	<i>Industrial Relations Act 2016 (Qld)</i> <i>Public Sector Act 2022</i> <i>Directive 03/20 – Support for</i> <i>employees affected by domestic and</i> <i>family violence</i> <i>Departmental Documents –</i> <i>Instrument of Authorisation</i> <i>Director-General's Powers</i> <i>Part SA of the</i> <i>Domestic and Family Violence</i> <i>Protection Act 2012</i> <i>Supporting Staff affected by</i> <i>Domestic & Family Violence Policy</i> <i>Employee Leave Entitlements</i> <i>Guideline</i>
Pandemic Leave	Cleaners may be entitled to a maximum of 20 days paid special pandemic leave in the event of a health pandemic when they are unable to attend work or perform duties because they: (e) Have a viral infection and have exhausted their sick leave entitlement; and/or (f) Are required to care for an immediate family or household member and have exhausted their sick leave entitlement; and/or (g) Are required to care for child/children due to the closure of a school or childcare centre and have exhausted their sick leave entitlement.	<i>Directive 01/20 – Employment</i> <i>Arrangements in the Event of a</i> <i>Health Pandemic</i>

SCHEDULE 3 - Joint Cleaning Consultative Committee – Terms of Reference

Introduction

The *Department of Education Cleaners' Certified Agreement 2022* provides for a consultative framework.

Functions and roles

- (a) The JCCC is the principle consultative body for UWU and the Department.
- (b) Continuation of appropriate consultative arrangements in the initiation, implementation and evaluation of workplace initiatives through Cleaners' participation within work teams and as part of network meetings.
- (c) Consideration of workplace issues including Cleaners' training and development, health, safety and wellbeing, and anti-discrimination legislation.
- (d) Monitor and review matters arising out of the implementation of the *Department of Education Cleaners' Certified Agreement 2022*.
- (e) Review matters as required from the Regional Consultative Committees as provided in clause 2.3(c).

General guidelines

- (a) Union officials, officers of the Department or officers from other agencies may attend meetings of the JCCC but should advise the chairperson of the JCCC prior to their attendance.

Membership of the JCCC

- (a) Membership is provided for in clause 2.4(d) of Agreement.
- (b) Wherever possible the membership of the JCCC will reflect the diversity of officers within the Department and the Union with responsibility for the cleaning program.

Meeting procedures

- (a) The Chair of the JCCC is determined by the JCCC, however, until such time, the Chief Executive of the Department or their delegate will be the chair.
- (b) Meetings are provided for in clause 2.4(e) of the agreement should be held within normal working hours.
- (c) A quorum will consist of at least four members (including the Chair).
- (d) Minutes of the meeting will be taken and will be circulated to members within ten working days.
- (e) All members of the JCCC can submit agenda items or make formal submissions or presentations to the JCCC via the Chairperson.
- (f) A draft copy of the agenda for the next meeting will be provided to members the week before the meeting.
- (g) Release time is provided in clause 2.4(g) of the Agreement.
- (h) When Union officers, officers of the Department or officers of other agencies need to attend meetings of the JCCC, prior advice of such attendance should be provided to the Chairperson.
- (i) Matters that cannot be resolved during the meeting should be allocated to a relevant officer for action.

Confidentiality and information sharing

- (a) All parties recognise that some matters need to be treated as confidential. When the JCCC determines that a matter is to be kept confidential, no member of the committee is to relate the information to any other person without the prior approval of the committee.

- (b) The Department and Union agree to make every effort to provide relevant information necessary to effective discussion and decision making of the JCCC.

Reporting requirements

- (a) Reporting is provided in clause 2.4(d) of the Agreement.
- (b) Department staff are to be kept informed of issues and activities associated with the Agreement. This will be communicated via the Cleaner's Chronicle newsletter to Cleaners or any other such format as required.

Schedule 4 - Regional Consultative Committee – Terms of Reference

Introduction

The *Department of Education Cleaners' Certified Agreement 2022* provides for the establishment of an appropriate number of Regional Consultative Committees (RCCs) under clause 2.3.

Functions and roles

- (a) The Department acknowledges the role of RCC as a mechanism to ensure consistent application of policy and agreements reached at the central level.
- (b) RCCs provide an effective forum for consultation to oversee and ensure consistent understanding and implementation of matters contained within the Agreement.
- (c) The work of RCCs includes monitoring the implementation of the Agreement, collecting and disseminating information and data and all other matters that require consultation at a regional level.
- (d) RCCs will:
 - (i) promote a relationship based on trust;
 - (ii) strengthen relationships;
 - (iii) search for mutual gains while managing conflicts of interest; and
 - (iv) arrive at fair outcomes in an effective and efficient manner.
- (e) The RCCs will consider proposals submitted by Local Consultative Committees.

General guidelines

- (a) Cleaners who are nominated by the Union or the Department will be allowed adequate paid time to perform their associated duties and to discharge their responsibilities effectively.
- (b) Release time is provided in clause 2.3(h) of the Agreement.

Membership of the RCC

Membership is provided in clause 2.3(h) of the Agreement.

Confidentiality and information sharing

All parties recognise that some matters need to be treated as confidential. When the RCC determines that a matter is to be kept confidential, no member of the committee is to relate the information to any other person without the prior approval of the committee.

Reporting requirements

Reporting is provided for in clause 2.3(b) of the Agreement

Queensland Government Commitment to Union Encouragement

The Queensland Government has made a commitment to encourage union membership among its employees.

As part of this commitment the government will:

- Acknowledge union delegates and job representatives have a role to play within a workplace, including during the agreement making process. The existence of accredited union delegates and/or job representatives is to be encouraged. Accredited union delegates and/or job representatives shall not be unnecessarily hindered in the reasonable and responsible performance of their duties.
- Subject to relevant legislation, allow employees full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected. Delegates will be provided reasonable access to facilities for the purpose of undertaking union activities.
- Encourage the establishment of joint union and employer consultative committees at a central and agency level.
- Promote reasonable and constructive industrial relations education leave in the form of paid time off to acquire knowledge and competencies in industrial relations.
- Provide an application for union membership and information on the relevant union(s) to all employees at the point of engagement and during induction.
- At the point of engagement, provide employees with a document indicating that the Agency encourages employees to join and maintain financial membership of an organisation of employees that has the right to represent their industrial interests.
- Subject to relevant privacy considerations, provide union(s) with details of new employees.

The active cooperation of all managers and supervisors is necessary to ensure that the government can honour this commitment.

Passive acceptance by agencies of membership recruitment activity by unions does not satisfy the government's commitment. Encouragement requires agencies to take a positive, supportive role, although ultimately it remains the responsibility of the unions themselves to conduct membership recruitment.

SIGNATORIES:

Signed for and on behalf of the Department of Education:

Michael De'Ath
Director-General
Department of Education

Date:

In the presence of: _____

Signed for and on behalf of the United Workers' Union, Industrial Union of Employees, Queensland:

Sharron Caddie
State President - Queensland
United Workers' Union, Industrial Union of Employees, Queensland.

Date:

In the presence of: _____